

Ham/B

PWC 531

No. 247 of 20 Jan 1888

The defence of the
suit; at the public
expense in the first
instance, is sanctioned.
The sum admitted to be
due should be paid
into Court as suggested
by the Suppy Engineer.

Wm

19.1.88

Wm

19/1/88

From

The Suppy Engineer
b' order.

To

The Chief Engineer
P.W.D.

No. 969 m.d.

Dated 16th 3 January 1888.
Depd 17th
Recd 19.1.88

E.8

No. 247 of 20 Jan 1888

Suit brought against
the sub. D. officer, Sindgal.

Requests sanction
to defend the —

SEW file with Encls.

E. W. A. D. Dec 20-1-88

Ham 19.1.88

JS
27/1

With order

No. 969 MD.

Office of the Super Engineer, Madras
Madras 16th January 1888
877/.

From,

J. W. Randall Esquire
Superintg Engineer, B. Circle
Trichinopoly

To,
The Chief Engineer
Public Works Department
Madras.

Sir,

I have the honor to state that

Enclosures viz. 7.

1. Claim with
English transla-
tion.

2. Proposed defence.

3. Measurement
of November 85.

4. Sub. Dy. Officer's
order to Contractor
of 4-12-85.

5. Do. do of 7-1-86.

6. Measurement
of March 86.

7. Sub. Judge's letter
to sub. Dy. Officer
of 4-8-87.

7. Total

1700 returned 2

+ General records
14-185-

the Executive Engineer, Madras Division,
in his No. 700 S.E. dated 11th Instant, has

applied for permission to defend a suit

brought by a former Contractor named

Nalla Pillai, against the District

Sub. Divisional Officer, in connection

with the construction of the Deputy

Tahsildar's Cutcherry at Nellore, at

Estimate No. 11828 sanctioned in G.O. No. 5154
1-2-78

The Executive Engineer has reported

as follows:—

(a) "Nalla Pillai and Melamagam

"Asari" took up in partnership a con-

tract for the wood work of the Nellore

Sub. Magistrate's Cutcherry and carried

on the work until November 1885. A

running account was kept and payments

made at intervals on bills signed by

both parties. The balance due on

bill dated 29th November 1885 is Rs. 158-1-1.

Shortly

"case go before the Court when some
"at least of the points in dispute could
"be settled. An arbitrator is required.
"The total amount due to the two men
"is Rs. 301-15-8 but the Court must settle
"how much of this is due to Mallu Pillai."

3. It seems to me that ^{the} proper course
is to pay ^{into Court} the sum due on the work, and
to ask the Court to decide the sum due
to ^{the} respective partners. The trouble in
this case has arisen from neglecting
to take from the partners a document
to the effect that payment was to be
made only to one of them, and that
the receipt of this one man was to be
a valid acquittance in respect of
all payments on account of the work.

Mr. Grimes was Executive Engineer
of the Division, during the whole time
these Contractors were employed, and
Abdul Karim Khan Sahib was the Sub-
Div. officer, except for a short interval
comprising March/86 when the final
measurements were made.

4. I request that the required
sanction to defend the suit may
be given, and that the enclosures
may be returned for retransmission

to

to the Executive Engineer.

I have the honor to be,

Sir,

Your most obedient servant,

I. S. R. R. R.

Superintending Engineer 6th Circle